

Employees Compensation Insurance
UIN: IRDAN108CP0011V02202122
(Prospectus)

In an unfortunate event of an Employee suffering an injury by accident, arising out of or in the course of his employment in the business, Employer is legally liable to pay compensation to the Employee under the Employee's Compensation Act 1923 and subsequent amendments to the Act, The Fatal Accidents Act 1855, and under Common Law.. The policy provides cover for such liabilities of the employers as mentioned in the coverage section of this document.

WHO NEEDS THESE POLICIES?

Any employer, whether as a principal or contractor, engaging "employees" as defined in the Employees' Compensation Act.

WHAT IS COVERED?

The Company will indemnify the Insured for the liability incurred by him under the Employee's Compensation Act, 1923 and subsequent amendments thereof, the Fatal Accidents Act 1855 and Common Law up to the Limit of Indemnity as specified in the Policy Schedule.

ENDORSEMENT

- In consideration of the payment of an additional premium it is hereby understood and agreed that this Policy is extended to cover Insured's liability towards medical expenses for treatment of Injury arising out of accident in respect of which indemnity granted under this Policy otherwise applies.
- In consideration of payment of additional premium it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to Employee for Occupational Diseases solely and directly contracted due to employment under the Insured in the Business in respect of which the within Policy is granted.
- In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to Employees in the employment of Contractors performing work for the Insured while engaged in the Business in respect of which the within Policy is granted, but only so far as regard claims under the Employees Compensation Act, 1923, and subsequent amendments of said Act prior to the date of the issue of this Policy.

EXCLUSIONS

This Policy shall not cover liability of the **Insured**:

- For **Injury** caused to **Employee** by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Accident occurring at any other place than the Place or Places of Employment specified in the **Schedule**, unless the **Employee** was at such other place whilst on duty for the purpose of the **Business** and on the directions of the **Insured** or any of its official authorized to exercise control and supervision over the **Employee**.

- For **Occupational Diseases** contracted by an **Employee**
- For interest and/or penalty imposed on the **Insured** under any law or otherwise.
- Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee

- For persons employed in the **Business** under a Contractor or Sub-Contractor of the **Insured** unless specifically covered in the **Schedule**
- For **Injury** sustained by person whilst in the employ of the **Insured** otherwise than in the **Business** and/or who has is not declared for insurance under this Policy.
- Assumed by agreement which would not have attached in the absence of such agreement
- For any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.
- For any accident occurring whilst the **Employee** is under the influence of intoxicating liquor or drugs
- For any incapacity or death of an **Employee** resulting from his/her deliberate self-Injury or the deliberate aggravation of an accidental **Injury**.

CANCELLATION

The **Company** or the **Insured** may cancel this **Policy** by sending at least 15 days written notice to the other party at his last known address.

CLAIMS PROCEDURE

Notice of Claim/Loss: It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us If any insured workmen under the policy sustains any accidental injury or death in course of his employment at the insured premises You or the Policyholder must

- Notify the claim as soon as possible to us at general.claims@tataaig.com or at our 24-hour Toll Free Call Center on 1-800-2667780 or 022-66939500 (tolled) , but not later than 2 days from the occurrence of injury or death of insured workmen
- Notify the WC commissioner

PROHIBITION OF REBATE

Section 41 of the Insurance Act, 1938 as amended by the Insurance laws (Amendment) Act, 2015

- No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.
- Any person making default in complying with the provisions of this section shall be liable for penalty which may extend to ten lakh rupees.

Insurance is the subject matter of solicitation. For more details on benefits, exclusions, limitations, terms & conditions, please refer policy wordings carefully, before concluding a sale.

Commencement of risk cover under the policy is subject to receipt of premium by Tata AIG General Insurance Company Limited.

Grievances

At TATA AIG, we strive to provide the best service to our customers. If you're not satisfied and wish to lodge a complaint, please call our 24/7 toll-free number **1800-266-7780** or **022-66939500** (toll charges apply), or email us at customersupport@tataaig.com. We will investigate and respond within the regulatory turnaround time (TAT).



Escalation Level 1

If you do not receive a response or are not satisfied with the resolution, please contact us at manager.customersupport@tataaig.com.

Escalation Level 2

If you still need assistance, reach out to the Head of Customer Services at head.customerservices@tataaig.com. We will provide our final

response within the regulatory TAT.

If you're still not satisfied after this process, you may approach the Insurance Ombudsman of concerned jurisdiction. You can also lodge a grievance on the Bima Bharosa Grievance Redressal Portal:

<https://bimabharosa.irdai.gov.in/>

Tata AIG General Insurance Company Limited

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